

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Return Date: November 6, 2024
at 9:00 AM

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In re:

Case No. 22-22915-cgm

Norman A. Kellyman,

Chapter 13

**APPLICATION FOR INTERIM
ALLOWANCE OF COMPENSATION
AND EXPENSES TO ATTORNEYS
FOR DEBTOR UNDER 11 U.S.C.
SECTION 330 AND 11 U.S.C. §503(a)**

Debtor.

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TO: Honorable Cecelia G. Morris, U.S. Bankruptcy Judge

The Application of Julius A. Rivera, Jr., respectfully represents:

GENERAL BACKGROUND

1. On December 2, 2022, Norman A. Kellyman, the Debtor, filed a petition with this court for the relief pursuant to Chapter 13 of the bankruptcy code.
2. Your applicant, on behalf of the Debtor, has been responsible for guiding the Debtors' estate through Chapter 13 of the Bankruptcy code.
3. The Debtor owns the residence located at 74 Spruce Street, Yonkers, NY 10701.
4. At the time of filing, the residence was encumbered by a mortgage held by Waterfall Victoria Grantor Trust II, Series G, servicer for Specialized Loan Servicing, LLC.
5. The Debtor sought to file the petition in an effort to reorganize his financial situation and address the arrears with regard to the monthly defaulted mortgage. The petition was filed to stop an imminent foreclosure sale.

APPLICATION FOR FEES

6. This application is made by Julius A. Rivera, Jr., for an allowance of additional compensation for professional services rendered to and on behalf of the Debtor in seeking to loss mitigate the Debtor's mortgage.
7. Your applicant has acted as legal counsel to the Debtor and has preformed all necessary professional legal services in connection therewith. Julius A. Rivera, Jr. regularly maintains records of time expended in the rendition of such services. The entries in such records were made in the ordinary course of business, concurrently with the rendition of such services. A copy of the Retainer Agreement and 2016 B statement is annexed hereto. A summary of these records is annexed hereto and made part hereof.

SUMMARY OF PROFESSIONAL SERVICES RENDERED

Investigation into the Financial Condition of the Debtor

8. From the outset of this proceeding, your applicant has been intimately involved in an effort to protect the interest of the Debtor and their estate and bring about a reasonable recovery for creditors. In the initial phases of this case, your applicant commenced an investigation into the financial condition of the Debtor and was called upon to advise the Debtor as to the requirements of the Bankruptcy Code and the administration of a Chapter 13 case.

LOSS MITIGATION

9. On March 21, 2023, the Debtor filed a request for loss mitigation.

10. On April 10, 2023, this Court entered a Loss Mitigation Order. The Order required the parties to exchange financial documentation and conduct several conferences in an effort to obtain a loan modification.
11. Your applicant good communication with the debtor throughout the representation. You applicant attended numerous hearings, reviewed numerous documents, and participated in numerous telephone conversations, emails and texts.
12. On August 6, 2024, this Court entered an Order to Show Cause directing an officer of J.P. Morgan Mortgage acquisition Corp. to appear before the Court due to their transfer/sale of the loan to U.S. Bank Trust National Association, not in its individual capacity, but solely as owner trustee for RCF 2 acquisition trust c/o Selene Finance, LP, which loan was the subject of the loss mitigation process.
13. On September 11, 2024, this Court entered an Order directing J.P. Morgan Mortgage acquisition Corp. to render a decision on the loss mitigation application.
14. On September 24, 2024, J.P. Morgan Mortgage acquisition Corp. rendered a negative decision, declining to offer a mortgage modification.
15. On October 9, 2024 the parties appeared for the Order to show cause. Based upon the reason on the record, your applicant suggested that it may be in the Debtors best interests to start the loss mitigation process fresh with the incoming lender.
16. Based upon discussion on the record, it was decided that the loss mitigation order with the existing lender would be terminated and a new loss mitigation request would be filed and served with shortened notice and further that a new loss mitigation order with U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 acquisition trust c/o Selene Finance, LP would be submitted. Counsel for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2

acquisition trust c/o Selene Finance, LP, the incoming bank agreed on the record to accept service of the loss mitigation request. Your applicant will continue to represent the Debtor during this Chapter 13 case and regarding the new Loss Mitigation case. Provided that a modification agreement is offered the prospect of a confirmed plan are excellent.

17. Your applicant has expended 13.6 Attorney hours and 21.9 Paralegal hours of time from March 21, 2023 to October 11, 2024 in the rendition of these services to the Debtor. The number of hours charged by your applicant to these clients was kept to a minimum because of the high level of expertise and experience which your applicant brought to this matter. The following is a brief description of the experience and background of your applicant.

Julius A. Rivera, Jr. has been practicing and concentrating in bankruptcy law for over Thirty Five (35) years. He graduated from New York Law School in 1989 with a (JD) degree and was admitted to the New York Bar the same year.

18. Your applicant believes that the allowance sought herein for services rendered is fair and reasonable.
19. Your applicant's standard time charge is Three Hundred Seventy Five Dollars (\$375.00) per hour for Attorney time and One Hundred Thirty Five Dollars (\$135.00) per hour for Paralegal time.
20. Utilizing these standard time charges 13.6 hours at \$375.00 per hour plus 21.9 hours at \$135.00 per hour totalling the sum of \$8,056.50 in additional fees are due. In addition \$3550.00 is due to your applicant as the balance of the prepetition fee due.
21. Upon information and belief, the standing chapter 13 trustee is holding sufficient funds to pay your applicants fee aforementioned.

22. Your applicant has worked for the debtor since December of 2022 at which time the Debtor paid your applicant \$2,950.00 towards attorney fees.

23. No previous allowance has been made to your applicant for the services rendered as hereafter set forth and no previous application has been made to this Court, or any other court, for compensation. Your applicant has not, in any form or guise, shared or agreed to share compensation to be received by it or any other person for services rendered in the connection with this matter. No agreement or understanding prohibited by 18 U.S.C. §155 has been made by your applicant.

WHEREFORE, your applicant respectfully requests that the Court enter an Order under 11 U.S.C. Sections 330 and 503 allowing final interim compensation in the amount of \$8,056.50 as additional fees for loss mitigation and \$3550.00 as the balance of the prepetition fee and for such other and further relief as to the Court may seem just and proper.

Dated: Poughkeepsie, New York
October 11, 2024

/s/Julius A. Rivera, Jr., Esq.
Julius A. Rivera, Jr., Esq.
Attorney for Debtors
309 Mill Street
Poughkeepsie, New York 12601
845-452-1422
Rivalaw@yahoo.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Norman A. Kellyman,

Case No.: 22-22915-cgm
Chapter 13

Debtor.

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CERTIFICATION

TO: Honorable Cecelia G. Morris, U.S. Bankruptcy Judge

CERTIFICATION

1. Julius A. Rivera, Jr., certify that I am the professional designated by the applicant with the responsibility in this case for compliance with the guidelines for fees and disbursements for professionals in Southern District of New York bankruptcy cases.
2. I have read the application and to the best of my knowledge, information and belief formed after reasonable inquiry, the application complies with the mandatory guidelines.
3. To the best of my knowledge, information and belief formed after reasonable inquiry, the fees and expenses sought and fall with in these guidelines.
4. The fees and expenses sought are billed at rates and in accordance with practices customarily employed by the applicant and generally accepted by the applicant's client.
5. A copy of this application has been served upon the Chapter 13 Trustee, Thomas C. Frost, Esq., the U.S. Trustee and the Debtors. At the time, I have no personal knowledge as to whether the Chapter 13 Trustee has approved the application.

6. The Debtor and the Chapter 13 Trustee and the U.S. Trustee were served with the application as indicated in the Affirmation of Mailing attached hereto.

Dated: Poughkeepsie, New York
October 11, 2024

/s/Julius A. Rivera, Jr., Esq.

Julius A. Rivera, Jr., Esq.

Affirmed this 11th day of October 2024

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Norman A. Kellyman,

Case No.: 22-22915-cgm
Chapter 13

Debtor.

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ORDER GRANTING APPLICATION FOR ALLOWANCE OF INTERIM COMPENSATION

Upon consideration of the Application for Allowance of Interim Compensation (the "Application") for professional services rendered during the period commencing March 21, 2023 through October 11, 2024; and a hearing have been held before this Court to consider the Application on November 6, 2024, and notice having been given pursuant to Federal Rules of Bankruptcy Procedure 2002(a)(6) and (c)(2); and due consideration having been given to any responses thereto: and sufficient cause having been shown therefore: it is hereby

ORDERED, that the Application is granted to the extent set forth in the attached schedule, and it is further

ORDERED that the Chapter 13 Trustee pay the fees awarded to debtors counsel, Julius A. Rivera Jr., to the extent available, from the funds on hand.

Case No.: 22-22915-cgm
Case Name: Norman A. Kellyman

Chapter 13 Fee Application
March 21, 2023 to October 11, 2024

Schedule C

(1) Applicant	(2) Initial Fee Charged	(3) Amount of Initial Fee Paid	(4) Amount of Initial Fee Filed as Administrative Claim	(5) Amount of Initial Expenses Collected	(6) Additional Fees Requested	(7) Additional Expenses Requested	(8) Amount of Additional Fee Awarded	(9) Amount of Additional Expenses Awarded
Julius A. Rivera Jr.	\$6,500.00	\$2,950.00	\$3,550.00	\$313.00	\$8,056.50	\$0.00	\$8,056.50	0.00

DATE	ACTIVITY FOR NORMAN KELLYMAN	HOURS
3-17-23	Sent ps to kr - please prepare a lm request for claim 5.jr	.2a
3-17-23	Prepared Lm request for review. Sent JR a phone slip. kr	.5p
3-17-23	Emailed LM request to client to adobe sign. Called client to let him know. He will sign it later today. kr	.1p
3-20-23	Spoke to client. I will resend him the LM app to adobe sign. kr	.1p
3-21-23	Filed and served loss mitigation request. Diaried 4-4-23 to upload the order. kr	.5p
4-4-23	Need to upload kellyman- Lm order- sent ps to kr- jr	.1a
4-4-23	LVM for Tracey to get a date for the loss mitigation order. kr	.1p
4-4-23	Tracey called me back. Gave me a return date of 6-15-23 for the LM status conference. kr	.1p
4-4-23	Prepared and uploaded proposed lm order. Diaried 4-10-23 to follow up. Proposed status conference date is 6-15-23. kr	.5p
4-5-23	Received resubmit notice for the LM order. The 6/15 date is not a LM date. I looked up the dates for LM and changed the order to 6/8/23 and uploaded. Diaried. kr	NC
4-10-23	Sent ps to kr - Please check on this - if not signed , please re diary Event: jr	.1a
4-10-23	Received signed loss mitigation order. Status conference is scheduled for 6-8-23. Diaried. Creditor Affidavit due on 4-17-23. Diaried. Served copies of order. Prepared and filed certificate of service. kr	.3p
4-17-23	Creditor affidavit has not yet been filed. Diaried to follow up next Monday. ah	.1p
4-24-23	Sent ps to ah- If its not filed - notes cis and diary for another week. jr	.1a
4-24-23	Creditor affidavit still not filed. Diaried to follow up in a week. ah	.1p
5-1-23	Sent ps to ah- Good morning. I don't know if a creditor affidavit was filed- however the creditor did email the RMA- please save what was emailed as well as a copy of the email and start preparing the RMA and supporting documents and let me know if a creditor affidavit was filed - if not - rediary this. jr	.2a
5-1-23	Prepared most of LM app. Need debtors date he formed his corp & hardship info. Called client & LVM advising of same & asking him to call me. ah	1p
5-3-23	Spoke to client. He provided me with the date he formed his corporation & the reason dates/reason for his hardship. Sent JR a PS advising app is ready for review. ah	.2p
5-24-23	Reveiwed the work that ah- did re this Lm app/mod app. need 2021 tax return signed and a copy of the 2022 tax return, need the RMA changes typed and the RMA signed, Need the leases signed . Need last two months of bank statements, need profit and loss for last 3 months,need hardship letter with specifics and dates. Sent ps to ah - set up a gmail text to the client CC: Rivera law for	1a

	me to conform and copy and past this to the email. jr	
5-24-23	Set up gmail text & email to client. Sent JR a PS. ah	.1p
5-24-23	Sent client the gmail text- Sent ps to ah. Please work with him. jr	.2a
5-25-23	Sent ps to ah - Client sent email that he is working on the above and that he will sign the PDFs once you sent them. jr	.1a
5-26-23	Made changes to RMA per notes. Sent JR a PS. ah	.1p
5-26-23	Sent ps to ah- with my further changes. jr-	.2a
5-26-23	Made change to LM app & sent to client with 2021 sig pages to e-sign. ah	.2p
6-1-23	TO ah- please finalize lm app.jr	.1a
6-1-23	I Went over everything we need from him & advised him to also refer to the message sent to him on 5-24-23 detailing what we need. Diaried to follow up on Monday. Sent JR a PS. ah	.2p
6-5-23	Email From client with docs and info. Resent LM application & Sig pages to client to esign. Called him to confirm he received them. He advised he will check when he gets to the office. Sent JR a PS.ah	.2p
6-6-23	Sent ps to ah- last night he sent stuff- put together the application in one pdf for my review. jr	.2a
6-6-23	Saved docs sent to file and worked on LM app. Sent JR a PS. ah	.6p
6-6-23	Saved 2022 signed signature pages to file. Sent JR a PS. ah	.1p
6-6-23	Put 1st submission together & prepared debtors affidavit. Sent JR a PS. ah	.6p
6-7-23	Sent ps to ah- email the package to banks counsel- the debtors affidavit is ready to upload on ecf. jr	.5a
6-7-34	Emailed 1st submission to banks counsel & filed debtors affidavit. Saved filing receipt. ah	.2p
6-22-23	Sent ps to ah- there is a missing docs letter in the email from John McHenry of Stern and Eisenberg- please save it and work on it. jr	.2a
6-27-23	Received letter from the bank regarding documents for LM. Scanned to the LM file. PDF named letter from bank 6-22-23. Sent JR a phone slip. kr	.1p
6-27-23	Reviewed missing docs letter & saved it to 2nd submission folder. Sent JR a PS. ah	.3p
6-30-23	Received correspondence from the banks atty via FedEx. Scanned to the LM folder in the 2nd submission folder. Sent JR a phone slip. kr	.1p
7-6-23	Discussed loss mitigation with the client. I reviewed the missing document letter and everything else had been previously provided. I scanned and saved my notes. jr	.5a
7-11-23	Sent ps to ah- please save kellymans profit and loss from the email. jr	.1a

7-11-23	Saved P & L to file. Sent JR a PS. ah	.1p
8-17-23	Sent ps to ah- Appeared for this LM hearing - it was adjointed to 9-21-23 - I note the irregularity of no creditor affidavit- need to work on a new package - I saw that he recently sent email about a new tenant and also an updated profit and loss. Please work on this and diary the adjourn date. jr	.5a
8-17-23	Worked on LM submission. Called client & requested all docs . Sent JR a PS. ah	.3p
8-30-23	Saved docs. Sent JR a PS. ah	.2p
8-31-23	Sent ps to ah- please put together the second submission as one pdf for my review - also please note the CWS with the next Lm hearing date. jr	.1a
8-31-23	Set up 2nd submission. Sent JR a PS. ah	.3p
9-7-23	Tried to see if there were new RMA forms on SPS website per JR request but you cannot access any of their forms online without logging in or providing an acct #. Tried to enter his # but it says invalid. # is from a mortgage statement so not sure why it says invalid. Sent JR a PS. ah	.2p
9-7-23	Emailed banks atty per JR request asking for a clean, up to date RMA. ah	.1p
9-10-23	REVEIWED KELLYMANS PAPERWORK. Sent ps to ah - please schedule phone appointee for us to discuss his Modification application on Tuesday 9- 12-23. jr	.5a
9-11-23	Scheduled PA for tomorrow @ 4PM. ah	.1p
9-12-23	SENT PS TO AH- I REVEIWED THE FILE AND STARTED A NEW PACKAGE. I SCANNED NOTES SEPARATELY. PLEASE FOLLOW MY NOTES TO CREATE THE NEW PACKAGE AND DUE A NEW DEBTOR AFFIDAVIT-. JR	.5a
9-13-23	Put together 2nd submission. Sent JR a PS. ah	.6p
9-14-23	Saved lease to file. Sent 2nd submission to client to esign. Called client & advised of same. He will esign now. ah	.3p
9-14-23	Saved signed 2nd submission to file. Sent JR a PS. ah	.1p
9-14-23	Reviewed the submission, sent ps to ah- please email it to the bank- prep a status report for the Lm hearing of 9-21-23. The bank requested a new entire package. Today we submitted a new entire package to the banks attorney. We request that the loss mitigation hearing of September 21, 2023 be adjourned to allow time for the bank to review same. Email banks counsel with a copy of the status report and ask if they consent to the requested adjournment. jr	.5a
9-14-23	Sent 2nd submission to bank. Prepared & filed status report & emailed to banks atty asking if he consents to the adjournment. ah	.3p
9-15-23	Sent ps to ah- please follow-up with banks atty to see if they consent to adjourn the 9-21-23 Lm hearing. jr	.2a
9-15-23	Individual I emailed yesterday is out of the office until 9-19-23. Fwd email with submission & status report to his colleague Nick	.2p

	Miller & asked if they consent to the adjournment. ah	
9-18-23	Called Tracey & LVM requesting an adj of LM hearing on consent of all parties. ah	.1p
9-18-23	LM adj to 10-19-23. Diaried on calendar & prepared & filed letter. ah	.2p
9-19-23	Received email from banks atty advising the new package was on an old form & that it is the incorrect loan no. The application submitted is literally the copy John McHenry sent to us on 9-7-23 that I filled out & saved to the New Package folder. For the loan no, it was obtained from the mortgage statement we had on file. Will need to obtain SPS's loan no. but that was on the 1st submission also & nothing was mentioned about it being incorrect. Sent JR a PS. ah	.2p
10-2-23	Put together 3rd submission with loan # and application provided by John McHenry. Sent JR a PS. ah	.3p
10-2-23	Sent ps to ah. Reveiwed the 3rd submission. It looks good. Please send it to the bank atty. jr	.3a
10-3-23	Sent 3rd submission to client to sign. ah	.1p
10-3-23	Saved signed submission to file & emailed to bank. ah	.1p
10-11-23	Saved and printed banks status report. ah	.1p
10-11-23	Emailed banks atty asking if they consent to adj the LM hearing. ah	.1p
10-12-23	Called Tracey Mercado & LVM asking to adj the LM hearing. ah	.1p
10-13-23	Took call from Tracey Mercado. LM has been adj to 12-21-23. Updated calendar & CIS. Prepared letter to file on ECF. Sent JR a PS. ah	.2p
12-8-23	Saved and reviewed banks status report. ah	.2p
12-13-23	Sent ps to ah- Appeared for Lm - - it was adjourned to 1-10-24 jr	.5a
12-14-23	Reviewed new request. Bank wants 2 most recent bank statements reflecting rental deposits or 2 most recent deposited rent checks. Spoke to client & he will get that to us ASAP. Sent JR a PS. ah	.1p
12-18-23	Saved bank statements. ah	.1p
12-21-23	Reviewed bank statements. Sent JR a PS. ah	.2p
1-4-24	Sent ps to ah- please send the bank statements as provided.. jr	.2a
1-4-24	Sent bank statements to bank. Prepared & filed above status report. ah	.2p
1-5-24	Sent ps to ah- Please set up an email to Vanessa. We filed a status report on this case. It is requested, on consent, that the lossmigtiaon hearing of 1-10-24 be adjourned to 2-28-24. jr	.2a
1-5-24	Took call from Tracey Mercado, the adjournment request for the LM hearing was granted and adjourned to 2-28-24. Prepared and filed letter on the docket and diaried. kr	.2p
2-16-24	Sent ps to ah- please work on this LM case. jr	.1a
2-16-24	Saved Additional docs request from banks atty and works on banks requests. Sent JR a PS. ah	.6p

2-21-24	Saved several documents from client. Sent JR a PS. ah	.2p
2-21-24	Put 5th submission together. Sent JR a PS. ah	.7p
2-21-23	Sent ps to ah- please get him to sign it and submit it. jr	.2a
2-21-24	Sent 5th submission for signature. Sent client a text. ah	.2p
2-21-24	Set up status report for the LM hearing on 2-28-24. kr	.1p
2-21-24	Saved esigned submission to file. Emailed to banks atty. ah	.2p
2-22-24	Please type the status report for my review- jr	.1a
2-22-24	Set up status report. Sent JR a PS. ah	.1p
2-22-24	Filed status report & saved receipt. Emailed status report to bank counsel & asked if they consent to the adjournment. ah	.2p
2-22-24	Banks atty consented to adj. Spoke to Tracy & LM is adj to 4-10-24. Prepared & filed letter. ah	.2p
4-3-24	Sent ps to ah-I thought that they reported a complete package- but then I saw and additional document request letter- is that correct. jr	.1a
4-3-24	Saved missing docs letter. Called client, LVM & texted asking for same. ah	.2p
4-4-24	Set up status report for Lm hearing on 4-10-24. kr	.1p
4-5-24	Sent ps to ah- he emailed some stuff yesterday for LM. kr	.1a
4-5-24	Spoke to the client. jr	.1a
4-5-24	Sent ps to ah- The status report for the Lm hearing of 4-10-24 is set up .	.2a
4-5-24	Filed status report & emailed to bank asking if they consent to the adjournment. ah	.2p
4-8-24	Spoke to Tracey, the LM on 4-10-24 has been adjourned to 6-20-24. Prepared and filed letter on the docket. Diaried. kr	.2p
5-1-24	Sent ps to jar- LM_ Please look at the six submissions - letter. He is usually quick about responding. Ah - may have requested and we may have received the documents- please check- if not please request it from the client. jr	.2a
5-7-24	Emailed client requesting the documents. jar	.2p
5-9-24	Client emailed profit and loss and april bank statement. Saved to 6th submission folder, let jr know. jar	.1p
5-11-24	Sent text to jar- Reveiwed documents provided. I set up a separate folder in the 6th submission folder for the documents to send. Put that together as one pdf . then you will email it to counsel and save a copy of your email. jr	.5a
5-11-24	Prepared 6th submission. jar	.4p
5-11-24	Emailed 6th submission to banks counsel. jar	.2p
6-17-24	Received and saved status report filed by banks counsel. kr	.1p
6-20-24	I appeared for the LM hearing of today 6-20-24. Waiting on banks decision. LM was adjourned to 7-31-24 to coincide with the CH. Sent text to jar- please diary that. jr	.5a

6-20-24	Diaried LM adjournment to 7-31-24. jar	.1p
6-21-24	SENT TEXT TO JAR- Please inform the Debtor the documents are to be submitted by 06/27/2024----- to please text the client. jr	.2a
6-21-24	Texted client. jar	.1p
6-24-24	Sent text to jar-	.1a
6-24-24	Saved new docs and cover letter. jar	.2p
6-24-24	Sent text to jar- please address it to the attys as well and email it.	.2a
6-24-24	Made changes to cover letter and emailed to banks counsel with updated P&L. jar	.3p
7-24-24	Sent ps to kr- Appeared for the Lm hearing of 7-24-24- Carrington atty appeared and advised of service transfer - judge ask that we do order to show cause the owner of the loan - in person in court-on 8-28-24- requested that kr- prep the OTSC for my review. jr	.5a
7-24-24	Prepared OTSC for review. Saved to the LM folder. Sent JR a phone slip. kr	.3p
7-24-24	Diaried LM adjournment to 8-28-24. kr	.1p
7-25-24	Sent ps to kr- please set up an email to the atty on the status report that is in the OTSC folder and save it to drafts- reference the lm etc.. and his client- jr	.2a
8-1-24	Sent ps to kr- I scanned the notes to finish the proposed order to show cause. Please type it for my review. jr	.5a
8-1-24	Typed OTSC for review. Sent JR a phone slip. kr	.5p
8-1-24	Uploaded OTSC, diaried 8-8-24 to follow up. kr	.1p
8-5-24	Sent ps to kr- OTSC was signed. Please save it and diary the date and email it to counsel for the bank. jr	.1a
8-5-24	Saved signed OTSC. Emailed a copy to the Banks Attorney. kr	.1p
8-7-24	Received and saved amended order to show cause. It amends the court location from White Plains to Poughkeepsie. I emailed it to banks counsel. kr	.2p
8-20-24	Received and saved limited response to the OTSC to the file. kr	.1p
8-28-24	Appeared for the order to show cause, was adjourned. Diaried for jr	.1a
9-7-24	SENT PS TO KR- PLEASE TYPE THE ORDER NOTES- that I saved to the OTSC folder for my review- jr	.5a
9-9-24	Typed the order.kr	.3p
9-9-24	Uploaded order. Diaried 9-13-24 to follow up. kr	.1p
9-13-24	Saved signed order directing bank to render a decision to the file and emailed to both attys. The hearing date is 10-9-24. Diaried. kr	.2p
9-24-24	Received and saved the NEW banks status report and creditor affidavit. printed to JR. kr	.2p
10-1-24	Saved letter filed by the bank to the lm folder in the bank's status reports folder. Sent JR a phone slip. kr	.1p

10-1-24	Previous holder of the note- denied the modification, based upon insufficient income. jr	.2a
10-9-24	Appeared for Order to show cause. Sent ps to KR- please terminate LM. File a new Lm request with the current servicer. Set up an order to shorten time for service of the order for me to edit. Prepare a lm order for my review. This Lm with previous bank was adjourned to 10-23-24- please note the calendar. jr	.5a
10-9-24	Sent ps tp kr- please set up an interim fee app. Interim fee application rather than a final one- jr	.1a
10-9-24	Diariied the LM adjourned from 10-9-24 to 10-23-24. kr	.1p
10-11-24	Prepared Order terminating LM & Final Report for review. Saved to the file. Sent JR a phone slip. kr	.3p
10-11-24	Created a new Loss Mitigation folder and saved transfer notice and notice of mortgage payment change for the new bank and counsel. Prepared New Loss Mitigation Request for review. Sent JR a phone slip. kr	.5p
10-11-24	Saved the time records in the fee app folder. kr	.1p
10-11-24	Set up interim fee app.	1p
10-11-24	Reveiwed interim fee app and time records. jr	1a
10-11-24	Finalized fee app, filed and served.	1p
10-11-24	13.6 Attorney Hours @ \$375.00 per hour = \$5,100.00 21.9 Paralegal Hours @ \$135.00 per hour = \$2,956.50	Total Due: \$8,056.50

BANKRUPTCY RETAINER AGREEMENT

FEES AND COSTS:

The Law Office of Julius A. Rivera Jr., and the client named below hereby agree as follows: The Client Agrees to pay the minimum Amount of \$ 3500.00 to the Law office upon the signing of this agreement to retain the services of the Law office. The balance of unpaid prepetition fees as specified in a 13 plan to be signed by the debtor and filed in this case as well as in the 2016b disclosure of compensation filed in this case, will be paid by the Chapter 13 trustee to the extent available from funds paid to the trustee by the debtor. Any fees beyond that would be determined by fee application to the presiding Judge. In addition to the fees the client is responsible for all costs associated with the representation. The authorizes the Law Office of Julius Rivera to process any paper check mailed to or otherwise give to the office as payment by use of echeck or ACH services which convert the paper check electronically and deduct the check amount from the clients bank account. If it is agreed that a certain sum shall be paid prior to filing a case and said sum is not fully paid within 6 months, the case will be reviewed and additional fees incurred. If a Chapter 13 case is dismissed and/or converted to a Chapter 7 prior to confirmation of the Chapter 13 Plan or if the case is confirmed and the client incurs legal fees and cost beyond the sums paid to the office, the debtor(s) in the above-captioned case, hereby assign to the Law office of Julius A. Rivera, Jr., Esq., the available funds held in trust by the Standing Chapter 13 Trustee, and hereby authorize the Trustee to pay said funds to the order of Julius A. Rivera, Jr., Esq. Depending on the jurisdiction a fee application to the court may or may not have to be made. The Debtor(s) direct and authorize Julius A. Rivera Jr. Esq. to apply said funds to our outstanding Attorney fees in this case. Once this office is retained, the office will immediately expend time and expense on the clients matter and the client understands that they will incur fees for the time and expense expended by this office on the clients matter at the hourly rates of \$375.00 for Attorney time and \$135.00 for Paralegal time whether or not a bankruptcy case is filed. Although the office pays the Court filing fees and other costs from the funds collected from the client, no specific funds are earmarked for costs and any funds collected will first be applied to the time charges incurred by the client whether or not originally anticipated to be available towards costs. If any fee or charge remains due to this office for more than 30 days from the date billed, the Law Office may withdraw its representation. The client also has an absolute right to cancel this Retainer Agreement at any time. Should the Law Office withdraw from the case or be discharged by the client, the client will be charged for the fee and expenses (time charges and disbursements) incurred based upon the hourly rates set forth in the Retainer Agreement. Although we do not charge interest on outstanding balances, the time spent by the office on processing payments and billing will be charged at the paralegal rate. It is understood that representation shall terminate upon dismissal of any case or with the entry of a discharge in a chapter 7 case or upon confirmation of the Chapter 13 plan in a Chapter 13 case. Any services

needed after dismissal of any case or confirmation of a Chapter 13 plan in a Chapter 13 case or after the entry of a discharge in a Chapter 7 case will require additional fees and a new retainer agreement.

WHAT PRE-PETITION FEES DO NOT COVER:

Pre-petition fees, do not cover the representation of the client regarding any post Bankruptcy or Pre-Bankruptcy litigation and any representation regarding adversary proceedings and loss mitigation is excluded. Specific examples of matters that may become necessary or that can arise and which are excluded are the defense of any state court actions or any actions outside of the Bankruptcy Court, the defense of or bringing of any adversary proceedings, lift stay motions; motions to dismiss or convert the case, motions to avoid liens, motion to retain professionals, motions to sell property, motions to incur debt, motions objecting to claims, motion to extend the automatic stay , motions to approve post confirmation amended plan, 2004 examinations (depositions) and U.S. Trustee audits or inquiries and loss mitigation. These are examples and not intended to be a complete list. At the option of the Law office , these services may be provided to the debtor(s) at the hourly rate or \$375.00 for Attorney time and \$135.00 for paralegal time.

WHAT IS EXPECTED FROM THE CLIENT

The client must cooperate with this office, attend all court dates when requested to by this office, and promptly provide this office with all requested accurate information and documentation. If a court date must be adjourned by this office due to the client's failure to appear in court when required or to otherwise cooperate with the office or with the court of trustee or to provide the necessary information or documents or payments to the trustee, the client shall pay for the minimum sum of \$150.00 as the fee for the preparation for and the attendance at the adjourned appearance by this office. The client understands that once and while this office is retained all communications to and from the client must be directed through this office. The client agrees not to settle or negotiate any matter other than through this office. All information that the client is required to provide to this office, with the petition and thereafter during the case is required to be complete, accurate and truthful. All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset must be stated in those documents where requested after reasonable inquiry to establish such value. Current monthly income and expenses and in the case of Chapter 13 disposable income are required to be stated after reasonable inquiry. While this office can assist the client with ascertaining their creditor information as well as other information, it is the clients primary and ultimate responsibility to provide this office with all creditor information and other required

information and this office will not be responsible for creditors that are not on the petition or information that must be changed once the client signs the petition. If the client requests that this office obtain their credit report or this office in its discretions desires to obtain the clients credit report, the client hereby expressly authorizes this office to obtain the credit report. The client however acknowledges that it is still their responsibility to confirm that all of their creditors are listed on their bankruptcy petition. The client(s) acknowledge(s) that the credit report may not contain all of their creditors and the Law Office of Julius A. Rivera, Jr. is not responsible for same. Generally the Bankruptcy documents can be amended to add creditors within a window of time while the case is open. The minimum fee does not cover these services. Once the case is closed, a motion would be required to first reopen the case then to amend the documents. The minimum fee does not cover these services. This office will initially provide the client with a copy of their petition, schedules of financial affairs and other documents that are filed by this office for the client with the court. The court will forward to the client certain documents such as the notice of commencement of the case, the discharge notice and the notice of final decree. The client understands that they should keep their bankruptcy documents for at least 10 years. Once the case is closed, this office will charge a fee (typically \$25.00 to \$75.00) to provide the client with copies of these documents and this service is not included in the minimum fee. By signing this retainer agreement the client acknowledges receiving a copy of the retainer agreement and a copy of the attached Notices required pursuant to U.S. Bankruptcy Code Sections 342(b) (1), 527 (a) (2) & 527(b). A copy , scanned or faxed copy of this agreement shall be deemed an original.

DATED: Dec 1, 2022

norman kellyman
norman kellyman (Dec 1, 2022 19:34 EST)
norman kellyman
norman kellyman (Dec 1, 2022 19:34 EST)
Client- Signature

Norman Kellyman
Client- Print Name

Client- Signature

Client- Print Name







Bankruptcy Retainer Agreement & Docs Requested Sheet- Norman Kellyman

Final Audit Report

2022-12-02

Created:	2022-12-01
By:	Julius Rivera (riveralaw@yahoo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3OSIb8amaf0i4eo7I6B_4PNzc5ICYGIG

"Bankruptcy Retainer Agreement & Docs Requested Sheet- Norman Kellyman" History

-  Document created by Julius Rivera (riveralaw@yahoo.com)
2022-12-01 - 6:27:43 PM GMT- IP address: 24.105.147.162
-  Document emailed to kelly@noglokel.com for signature
2022-12-01 - 6:28:45 PM GMT
-  Email viewed by kelly@noglokel.com
2022-12-02 - 0:27:27 AM GMT- IP address: 69.147.93.136
-  Signer kelly@noglokel.com entered name at signing as norman kellyman
2022-12-02 - 0:34:36 AM GMT- IP address: 108.46.52.40
-  Document e-signed by norman kellyman (kelly@noglokel.com)
Signature Date: 2022-12-02 - 0:34:38 AM GMT - Time Source: server- IP address: 108.46.52.40
-  Agreement completed.
2022-12-02 - 0:34:38 AM GMT



Adobe Acrobat Sign

United States Bankruptcy Court
Southern District of New York

In re **Norman A. Kellyman**

Debtor(s)

Case No. **22-22915**Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>6,500.00</u>
Prior to the filing of this statement I have received	\$	<u>2,950.00</u>
Balance Due	\$	<u>3,550.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☐ Debtor ☒ Other (specify): **\$3,550.00 to be paid as an administrative expense with the filing of a proof of claim.**

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

A per diem attorney may appear at the 341 and/or confirmation meetings/hearings as the case may be for a fee no greater than \$200 per appearance. These fees will be paid from the firm's operating account and the debtor has not been nor will be charged an extra fee for these appearances.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Includes only those services as previously enumerated in 5A, B, & C.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

December 14, 2022

Date

/s/ Julius A. Rivera, Jr., Esq.

Julius A. Rivera, Jr., Esq.

Signature of Attorney

Law Offices of Julius A. Rivera, Jr.

309 Mill St.

Poughkeepsie, NY 12601

845-452-1422 Fax: 866-914-4520

riveralaw@yahoo.com

Name of law firm

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

Norman A. Kellyman,

Case No.: 22-22915-cgm
Chapter 13

Debtor.

**AFFIRMATION
OF SERVICE**

JULIUS A. RIVERA, JR., an Attorney duly licensed to practice law within the State of New York and before this Court does hereby state under the penalty of perjury as follows:

I am over 18 years old, and I am the attorney for Norman A. Kellyman, the debtor herein.

On the 11th day of October 2024, I served true copies of the application, exhibits and certification by first class mail as listed below and/or electronically by ECF.

Thomas C. Frost
399 Knollwood Road
Suite 102
White Plains, NY 10603

Office of the U.S. Trustee
Alexander Hamilton Custom House
One Bowling Green, Room 510
New York, NY 10004

Norman A. Kellyman
74 Spruce Street
Yonkers, NY 10701

Dated: Poughkeepsie, New York
October 11, 2024

/S/ Julius A. Rivera. Jr.

JULIUS A. RIVERA, JR., ESQ.
Attorney for Debtor
309 Mill Street
Poughkeepsie, New York 12601
845-452-1422